

Pro Se 1 (Rev. 12/16) Complaint for a Civil Case

JAN 17 2025

By: KEVIN P. WEIMER, Clerk
Deputy Clerk

KEVIN P. WEIMER, Clerk
By: Deputy Clerk

JAN 17 2025

KEVIN P. WEIMER, Clerk
By: Deputy Clerk

RECEIVED IN CLERK'S OFFICE
U.S.D.C. - Rome

UNITED STATES DISTRICT COURT

for the

Southern District of Georgia

Division

Case No.

(to be filled in by the Clerk's Office)

Syreetta Jones & Stephanie Jones

Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-v-

Jury Trial: (check one) ☒ Yes ☐ No

Exeter Finance LLC & CREATIVE ATLANTA LLC

Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

4 25-CV-

15

COMPLAINT FOR A CIVIL CASE

I. The Parties to This Complaint

A. The Plaintiff(s)

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name

Street Address

City and County

State and Zip Code

Telephone Number

E-mail Address

Stephanie Jones Syreetta Jones
281 Shady Glen
Dallas, Paulding
Georgia 30132
267 386 5050
syreetta.jones.1985@gmail.com

B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known). Attach additional pages if needed.

Pro Se 1 (Rev. 12/16) Complaint for a Civil Case

Defendant No. 1

Name

Exeter Finance LLC

Job or Title (if known)

Street Address

2101 W. John Carpenter Freeway

City and County

Irving

State and Zip Code

Texas 75063

Telephone Number

E-mail Address (if known)

Defendant No. 2

Name

Creative Atlanta LLC

Job or Title (if known)

Street Address

3265 ~~Wynn~~ Commerce Avenue

City and County

Duluth

State and Zip Code

~~Georgia~~ Georgia 30096

Telephone Number

E-mail Address (if known)

Defendant No. 3

Name

Job or Title (if known)

Street Address

City and County

State and Zip Code

Telephone Number

E-mail Address (if known)

Defendant No. 4

Name

Job or Title (if known)

Street Address

City and County

State and Zip Code

Telephone Number

E-mail Address (if known)

II. Basis for Jurisdiction

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal court jurisdiction? *(check all that apply)*

☒ Federal question

☐ Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

A. If the Basis for Jurisdiction Is a Federal Question

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

28 USC 1331, 15 USC 1601p & 28 USC 1367

B. If the Basis for Jurisdiction Is Diversity of Citizenship**1. The Plaintiff(s)****a. If the plaintiff is an individual**

The plaintiff, *(name)* Syreetta & Stephanie Jone, is a citizen of the State of *(name)* Georgia.

b. If the plaintiff is a corporation

The plaintiff, *(name)* _____, is incorporated under the laws of the State of *(name)* _____, and has its principal place of business in the State of *(name)* _____.

(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)

2. The Defendant(s)**a. If the defendant is an individual**

The defendant, *(name)* _____, is a citizen of the State of *(name)* _____. Or is a citizen of *(foreign nation)* _____.

b. If the defendant is a corporation

The defendant, (name) Exeter Finance LLC, is incorporated under the laws of the State of (name) Georgia, and has its principal place of business in the State of (name) Texas.
Or is incorporated under the laws of (foreign nation) Texas, and has its principal place of business in (name) _____.

see attached for additional defendants
(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)

3. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because (explain):

III. Statement of Claim

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

See Attached

IV. Relief

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

V. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing:

1/5/2025

Signature of Plaintiff

Printed Name of Plaintiff

Syreeta N. Jones & Stephanie Jones
Syreeta Jones & Stephanie Jones

B. For Attorneys

Date of signing:

Signature of Attorney

Printed Name of Attorney

Bar Number

Name of Law Firm

Street Address

State and Zip Code

Telephone Number

E-mail Address

**IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN
DISTRICT OF GEORGIA**

SYREETA JONES and STEPHANIE JONES,
Plaintiffs,

v.

EXETER FINANCE LLC and CREATIVE ATLANTA LLC,
Defendants.

Case No.

COMPLAINT FOR DAMAGES AND DECLARATORY RELIEF

Plaintiffs Syreeta Jones and Stephanie Jones ("JONES SISTERS") file this Complaint against Defendants Exeter Finance LLC ("Exeter") and Creative Atlanta LLC ("Creative Atlanta") to seek relief for violations of the Fair Credit Reporting Act (FCRA), the Uniform Commercial Code (UCC), Georgia Consumer Protection laws, and Georgia's Unfair and Deceptive Trade Practices Act (UDTPA). The JONES SISTERS bring the following claims:

I. PARTIES

1. The JONES SISTERS are individuals residing in Georgia who engage in consumer credit transactions.
2. JONES SISTERS were buyers in a consumer credit transaction as defined in UCC Article 2.
3. Exeter Finance LLC is a Georgia foreign limited liability company with its principal location at 2101 W. John Carpenter Freeway, Irving, TX, 75063. Its registered agent is Corporation Service Company, 2 Sun Court, Suite 400, Peachtree Corners, GA, 30092.
4. Creative Atlanta LLC is a Georgia domestic limited liability company with its principal location at 3265 Commerce Avenue, Duluth, GA, 30096, and does business at 2014 Iris Drive, Conyers, GA, 30094.

II. JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction under 28 U.S.C. § 1331 and 15 U.S.C. § 1681p, as this action arises under federal law. Supplemental jurisdiction over state law claims is proper under 28 U.S.C. § 1367.
6. Venue is proper in this district because the transactions occurred in Georgia, and the Defendants conduct business in this district.

III. FACTUAL ALLEGATIONS

7. In June of 2023 Jones Sisters went to the CREATIVE ATLANTA LLC to buy a Used 2016 Volkswagen Passat 1VWAT7A39GC014708 on credit.
8. Jones Sisters contracted for 72 installments of \$441.04 starting 07/25/2023.
9. Jones Sisters were required to co sign and put down a cash payment of \$3500.00.
10. Jones Sisters gave CREATIVE ATLANTA LLC a security interest in said contract.
11. Jones Sisters used the vehicle for personal, family and household usage for about 5 months before they began contacting the bank/dealership due to the car constantly causing problems.
12. Jones Sisters believed the car was under warranty, yet the bank/dealership could not locate the information.
13. Jones Sisters was on the way to drop their children off at school when the engine went on the highway that could've cause the family to lose their lives.
14. Jones Sisters had the car towed home due to not knowing what action can be taken because now they were out of a car and stuck with the obligation.
15. Jones Sisters contacted the bank and told them to fix the car or come get it because no way after this short period of time that the engine went, and we had a warranty on it.
16. Sometime around the end of October 2023 Jones Sisters made their final payment due to the engine going.
17. Around the end of July 2024 Jones Sisters were in desperate need of a new car and after a credit check noticed the balance was higher than it began with.
18. Jones Sisters did an online complaint via Experian to dispute the balance and unauthorized usage of credit and allege the account is reported inaccurate, incomplete, and unverifiable.
19. Jones Sister did an information request via CFPB around the end of July 2024.
20. Around the beginning of august Exeter communicated that they needed more time to provide documentation they must provide 14 days after request.
21. Jones Sisters believe the information is inaccurate due the account being reported as an auto loan when no loan was given to either of us, the account is a credit sale under the governed law, on Experian the account is being reported as "account charged off. \$14,977 written off. \$16,214 past due." The status is misrepresented because if the account is charged off the balance was accelerated therefore making the past due status inaccurate. No documentation has been provided verifying the amount written off.
22. Sometime in August of 2024 Exeter reported the information has certified to Experian that the information is accurate.
23. JONES SISTER didn't receive any proof of an investigation being conducted from Experian or Exeter.
24. Approximately 23 days after requesting more time via CFPB complaint Exeter finally provided the requested documentation requested via CFPB complaint.
25. Jones Sister received a statement of account, a retail installment contract, a notice of right to cure, notice of plan to sell property, and deficiency balance.

26. The principal balance when the car was purchased was \$15,128 and the deficiency balance was \$16,214. The total proceeds from the car were \$1600 proving how worthless it was.
27. Jones Sisters accumulated more and fees and interest than the car was worth and sold for only \$1600. There is no itemization of the written off amount reported to Experian.
28. JONES SISTERS would have paid any obligation or alleged obligation had the vehicle engine didn't fail.
29. JONES SISTERS lost 3500 in down payment on a defective good, jones sisters has been out of a vehicle and resulting to depending on family member and uber lyft to run errands go to work or fulfill any other personal family household obligation.
30. Jones sisters' credit has suffered due to the inaccurate information and Exeter had a duty to ensure the goods were proper Exeter had a duty to conduct a reasonable investigation and Exeter failed and was extremely negligent to the jones sister and they are the only party who has suffered the most.
31. JONES SISTERS made several attempts to resolve such claims with Exeter and all they did was deny and blame Creative Atlanta LLC for any faults with the vehicle or the contract.
32. JONES SISTERS believe those actions were negligent due to Exeter purchasing the contract and the vehicle and all parts and goods with it.
33. JONES SISTERS believe their security interest secures payment of all you(we) owe on this contract. It also secures your(our) other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
34. JONES SISTERS believe there is no balance owed due to the security interest granted by the JONES SISTERS to CREATIVE ATLANTA LLC and sold to Exeter.

IV. CLAIMS FOR RELIEF

Count I: Violation of the Fair Credit Reporting Act (15 U.S.C. § 1681s-2(b))

35. Exeter failed to conduct a reasonable investigation into the JONES SISTERS' dispute, resulting in the continued reporting of inaccurate information.
36. Exeter misrepresented the account as an auto loan rather than a credit sale, reporting an unverified balance, an inaccurate timeline and violating the FCRA's accuracy requirements.
37. Exeter's failure caused harm to the JONES SISTERS' creditworthiness and financial reputation.

Count II: Breach of Contract (O.C.G.A. § 11-2-314 and § 11-2-715)

38. The vehicle was materially defective, breaching the implied warranty of merchantability.

Signature: Stephanie Jones
Stephanie Jones

Signature: Syreeta N. Jones
Syreeta Jones